



CITY OF SOUTH MIAMI

RFP #IT-2014-01

INFORMATION TECHNOLOGY (IT) MAINTENANCE AND RELATED SERVICES

PROPOSAL DUE DATE: 10 AM NOVEMBER 25, 2013

The City of South Miami, Florida through its chief executive officer ("City Manager" or the manager's designee) is hereby requesting sealed proposals (Request for Proposal or "RFP") from qualified and experienced consultants **for IT Maintenance and Related Services for the City of South Miami for a three (3) year term with one (1), two (2) year option to renew period** and hereinafter referred to as the "Project" or the "Work". The Scope of Services, and the Specifications for the work, if any, are described in the Contract Documents which is part of this RFP package and which includes all of the documents contained in this RFP package.

Interested persons who wish to respond to this RFP can obtain the complete RFP package at the City Clerk's office Monday through Friday from 9:00 A.M. to 4:00 P.M. or: www.southmiamifl.gov, which is the City of South Miami's web address for solicitation information. Proposals are subject to the Standard Terms and Conditions contained in the complete RFP package including **"Exhibit 2 Vendor Services Agreement for Information Technology (IT) Maintenance and Related Services."**

All references to "City" in this solicitation, including references in the RFP package, shall mean the City Manager of the City of South Miami, unless otherwise specified. All references to the City Manager shall also mean the manager's designee.

The proposal shall consist of one (1) original unbound proposal, four (4) additional copies and one (1) digital Flash Drive or CD copy, in searchable PDF format not to exceed 4MG and shall be enclosed in a sealed envelope or container and shall have **RFP #IT-2014-01**, and the name of the respondent clearly written on the exterior of the envelope in which the sealed proposal is delivered. Special envelopes such as provided by UPS or Federal Express may not be opened unless they contain an envelope with the required information on the front or back of the envelope. All responses shall be typed on 8 1/2" x 11" sheets, single-spaced, one-sided, bound with all sections tabbed with the exception of the one (1) unbound copy. Fold out pages are not allowed.

All proposals must be received by the Office of the City Clerk, South Miami City Hall, 6130 Sunset Drive, South Miami, Florida 33143. Sealed Proposals must be received by the City Clerk, either by mail or hand delivery, no later than **10 A.M. local time on Monday, November 25, 2013.** A public opening will take place at 10 A.M. in the City Commission Chambers located at City Hall on the same date. Any Proposals received after 10 A.M. local time on said date will **not** be accepted under any circumstances.

A Mandatory Pre-Proposal meeting will be scheduled at 10:00 AM on Wednesday, November 13, 2013 at City Hall Chambers, 6130 Sunset Drive, South Miami, FL 33143. Requests for additional information or questions must be in writing, emailed no later than **10:00 A.M. local time on Wednesday, November 20, 2013** to the attention of Mr. Steven Kulick, Purchasing Manager at skulick@southmiamifl.gov. No questions will be responded after 10 A.M. November 20, 2013.

The City of South Miami reserves the right to award the Project to the Proposal deemed to be in the City's best interest, as determined by the City Manager, or the City Commission, including the right of the City to award the Project, and execute a contract with a Respondent or Respondents, other than to one who provided the lowest Proposal Price and to reject any and all proposals, and the right of the City to waive any irregularity in the Proposals or RFP procedure.

Maria M. Menendez, CMC
City of South Miami
City Clerk

SCHEDULE OF EVENTS

No.	Event	Date*	Time* (EST)
1	Advertisement/ Distribution of RFP & Cone of silence begins	10/28/2013	5:00 PM
2	Mandatory Pre-Proposal Conference City of South Miami, City Hall Chambers, 6130 Sunset Drive, South Miami, FL 33143	11/13/2013	10:00 AM
3	Deadline to Submit Questions	11/20/2013	10:00 AM
4	Deadline to City Responses to Questions	11/21/2013	10:00 AM
5	Deadline to Submit Bid-Response	11/25/2013	10:00 AM
6	Evaluation of Bid Responses	12/4/2013	10:00 AM
7	Agenda for Commission Approval of Contractors/Cone of Silence ends	12/17/2013	5:00 PM

END OF SECTION

SCOPE OF SERVICES

PROJECT BACKGROUND

The City of South Miami is soliciting proposals from qualified persons (including legal entities) for Information Technology support services for a three (3) year contract term and one (1), two (2) year option to renew period. The selected person will assist the City to maintain and significantly improve information technology (IT) effectiveness, enhance its quality of services, minimize down time and support costs, ensure security of data, and maximize return on investment in IT. The awarded person will be reporting directly to the City's Chief Financial Officer.

COVERED EQUIPMENT

Equipment included in but not limited to that listed in "Exhibit I" and any equipment added to the list as the City deems necessary or is added during the term of an agreement with the selected entity, will be covered by the IT Vendor Agreement.

FACILITY LOCATIONS

Covered equipment, is located at City facilities including the following City facility locations:

City Hall

(includes: Police, Building, Finance, Planning, Code, City Clerk, Grants, HR, City Manager)

6130 Sunset Drive

South Miami, FL 33143

Public Works

4795 SW 75th Avenue

Miami, FL 33155

Parks and Recreation/Community Center

5800 SW 66th Street

South Miami, FL 33143

Community Redevelopment Agency

5825 SW 68th Street

Suite 4 Office 400

South Miami, 33143

South Miami Senior Center
6701 SW 62nd Avenue
South Miami, FL 33143

SCOPE OF SERVICES / DELIVERABLES

The following summarizes the minimum services to be provided to the City for information technology (IT) support services:

- 1. IT Project Management:** Provide Information Technology Project Management with an emphasis to successfully deliver projects. The vendor must take on the day to day tasks, manage project teams and ensure project delivery. Must possess strong Project Management skills as a priority such that they can accommodate multiple projects simultaneously. The Vendor will manage individual project plans that become the overall program plan. IT Vendor shall have extensive experience with a wide array of current software necessary, and instrumental to a modern municipal environment including linkage to other systems. The Vendor must have strong Project Manager experience and will serve as a liaison between functional groups/teams and development teams in order to drive projects and report out status and updates.
- 2. Annual Assessment:** The Vendor shall annually compile/update an inventory of all information technology related assets, assess system assets and make recommendations for improved city-wide IT system performance.
- 3. Desktop Applications Support and Maintenance:** Perform basic support functions including installing PCs, laptops, printers, and software; diagnosing and correcting desktop application problems, configuring laptops and desktops for standard applications and identifying and correcting hardware problems, and performing advanced troubleshooting. Repairs and upgrades of all City computers. Maintain all Microsoft and Apple operating systems and software updates. Assist designated City personnel with software and hardware purchases.
- 4. Server Administration Services:** Manage computer network and associated hardware, software, communications, and operating system necessary for the quality, security, performance, availability, recover-ability, and reliability of the system. **Confidentiality of information is vital. The selected vendor and their employees must sign and adhere to a confidentiality clause that information in the system must remain confidential as provided by law.** Ensure scheduled preventive maintenance for equipment is promptly performed; develop back-up plans and procedural documentation. Setup new users and edit or remove existing users on server. Monitor server performance and capacity management services. Management of user log-ins and security.

5. **Network Administration Services, Including; Wide Area Network (WAN) and Local Area Network Maintenance (LAN):** Scope of activity includes all City network equipment including switches, firewalls, routers, and other security devices. Primary installation and maintenance of printers, network copiers/scanners, etc., and, coordinate all scheduled maintenance. Monitor network performance and capacity management services. Assign new IP addresses to all accounts as necessary. This activity includes the oversight, supervision, and management of all of the City's Wi-Fi public hot spots.
6. **Security:** Maintenance of virus / Malware detection programs on City servers, email and all other City computers and laptops. Perform security audits as requested and notify City personnel immediately of suspected breaches of security or intrusion detection. Reduce amount of spam received by city employees. Control staff access, as requested, to Internet and sites.
7. **Strategic Planning:** Provide technical advice for Information Technology issues and system. Make recommendations for future purchasing and technology needs. Install new servers, software and hardware and transfer data when acquired. Provide recommendations for potential economies in IT related matters.
8. **Website Support:** Provide website management services, and on-going support for the City's website and any future official City web sites.
9. **Software/Third-Party Applications Services:** Scope of activity includes oversight, management and support of the City's database software; oversight, management and supervision of all third party desktop, server, and web-based applications; acts as City's representative when dealing with third party application support as directed by the City Manager. Vendor will be required to advise in writing of each necessary annual charge for third-party software licensing and renewals, upon installation where applicable, and on June 1 of each fiscal year. Vendor will review invoices, approve for payment and bring any invoice discrepancies to the attention of the City Manager.
10. **Communications (Phone, Cellular Phones, Voicemail) Support:** Scope of activity includes oversight, supervision, and management of the City's communications system including but not limited to: telephones, cellular phones, communications devices, and voice mail systems, including but not limited to; reset of voicemail passwords, relocate existing and replace defective handsets, install new handsets and voice mail setup, troubleshoot data wiring and patch as necessary.
11. **Emergency Services:** Provide emergency technical, communication, and IT support services in the event of emergency situation. Vendor will be available to assist at the direction of the City Manager in such situations.
12. **City's IT Liaison/Representative:** Vendor will act as the City's liaison/representative for all IT related matters under the scope of the Agreement as directed by the City Manager or his/her designee. Vendor will be available for any

meetings as directed by the City Manager or his/her designee.

- 13. City's Channel 77 and the recording of all Regular Commission Meetings:** The City broadcasts video on local access cable channels. The cameras and other recording production equipment shall be monitored and maintained and, as an option, to be operated by the selected vendor (**Option #1**). **Vendor shall provide a price for (Option #1) in their price proposal. Refer to Page 20 "Price Proposal Sheet."**
- 14. City's ERP System:** Vendor will support, with the help of SunGard, the City's integrated ERP system, One Solution, provided by SunGard for all of its modules, which currently includes Finance & Community and any new installation of additional modules. One Solution application based system includes a Dell Server, Microsoft OS, SQL database.
- 15. Public Records Requests:** Vendor will process public record requests made by the City or by third-parties for records involving email searches at no additional charge to the City, which are to be completed during normal business hours.

Vendor shall perform the Scope of Services as outlined in the RFP. The Scope of Services shall not be deemed to be all-inclusive and may be changed from time to time as authorized by City Manager. Therefore, each enumerated deliverable shall be associated with a specific price.

IT FIRM REQUIREMENTS

1. Proposers must demonstrate considerable relevant experience (minimum of 5 years) with this type of work, and should emphasize their experience, working knowledge of Information Technology Services, and capability of the particular principal and personnel who will actually be assigned to the City.
2. A proposer shall demonstrate that it has at least three (3) clients that have contracted with it for the same or similar services within the last three years, preferably with at least one client represented within Miami-Dade and/or Broward Counties.
3. Vendor shall provide the City with a current written listing of all its clients. This list must be kept current at all times during the Agreement period and any extension terms. The vendor shall notify the City of any new client(s) within ten days of retention by the new client. The written notice shall be via e-mail to the Chief Financial Officer, or designee.
4. Vendor must provide on site personnel during City of South Miami business hours unless authorized in writing by the City in advance. Non-business hours, weekends and holiday coverage, shall be staffed by the vendor either on-site or remotely as agreed by the City.

5. Any and all of Consultant's staff having any access to the City's computer system must complete a full criminal history background check, including electronic fingerprint submissions to FDLE in order to be considered, and at all times, all such staff shall maintain a status of no criminal violations, warrants or arrests. Florida Department of Law Enforcement (**FDLE**) **Criminal Justice Information System (CJIS) IT Vendor Certification is preferred.** The awarded vendor shall obtain CJIS certification within six (6) months from contract award. CJIS certification enables the Vendor to work and maintain the system interfaces. FDLE and CJIS is the central repository of criminal history records for the State of Florida and provides criminal identification screening to criminal justice and non-criminal justice agencies and private citizens to identify persons with criminal warrants, arrests and convictions that impact employment, licensing, eligibility to purchase a firearm, as well as a variety of criminal justice functions.

SERVICES AND SUPPORT:

The City requires an **On-site Service Technician**, the designated person(s) to be responsible for the delivery of routine IT support services to the City. The Onsite Service Technician shall have System Administrator access for troubleshooting reported problems and coordinating overall operational support to the City, as well as well as serving as a Liaison to the City for the Consultant.

"1st Tier Support" shall mean support provided by **designated** Onsite IT Service Technician and shall consist of the first point of contact for customer support of police, supervisors and users. The **1st Tier Support** will create a record of all requests and actions including a determination of whether the reported trouble/issue is technical or operational, and shall resolve operational issues and respond to questions concerning the use of the system. Technical issues that cannot be resolved by the 1st Tier Support Person shall be reported to the **"Help Desk"** which will forwarded to the Vendor Master System Administrator or similar person as agreed by the City.

"2nd Tier Support" shall mean support issues that have escalated to vendors tier 2 engineer by the designated Onsite Services Technician. All technical issue not resolved by 2nd Tier Support shall be reported to the 3rd Tier support for resolution.

"3rd Tier Support" shall mean support provided by the vendor / manufacturer customer support, and shall consist of technical issues determined to be caused by the application or hardware.

Services are to include but are not limited to:

The base price will include:

- Management of resources on the network such as backup verification and rotation of backup media. Access permissions to resources and creation of accounts in Active Directory.
- Desktop support for network users.
- Helpdesk complete with ticketing system and metrics
- Maintenance of all Operating System updates and software updates.
- Management of hand-held devices.
- Management of office phone system.
- Management of website, including functionality as aided by website creator when applicable, (content maintained by departments)
- Manage and maintain the video security system.
- Additional related tasks as required by the City Manager.
- Perimeter Security
- Server updates/upgrades
- Design/implementation of network topology changes
- Tier 1 and 2 level network support with interface to manufacturer tier 3 support
- IT related purchasing activity review and recommendations
- Telephone applicable maintenance and recommendations
- Management of Senior Engineers
- Management of onsite System Administrator
- Liaison with City Manager and Finance Director
- Review of monthly helpdesk metric
- Ensure quality of service
- Overall design and planning for IT
- Research and production of various public record requests

EMERGENCY AFTER HOUR SUPPORT:

Vendor shall provide Emergency After Hour Support Services on an On-Call 24/7/365 basis. The City requires a minimum of one (1) hour response time to the originator of the emergency. Vendor shall include, as part of their proposal, an “Emergency After Hour Support Services” protocol and escalation procedure including contacts, phone and email addresses. The Vendor shall possess an “Emergency” ticket/tracking system for the purposes of recording, reporting and conveying the performance of response and completion times and dates to the reported emergencies. Remote access is acceptable but onsite presence may be needed.

RECORDING OF CITY/PUBLIC MEETINGS:

The City may additionally require, as **Option #1**, that an IT staff person is available to record important city meetings that occur after normal business hours. The City has typically scheduled 5 meetings per month that average 3.5 hours in length. In addition, ad hoc after hour meetings requiring recording are called throughout the year. The City estimates up to 250 hours per year would be required for meeting recording time. **Refer to Option #1, “Price Proposal Sheet,” Page 20.**

FEE COMPENSATION

The proposal must contain a Fee Schedule as described in attached “**Price Proposal Sheet Form**” in of this RFP, that includes hourly rates for proposed services and describe how the services are priced, and any specific pricing you are able to provide. **The Proposal Fee Schedule should include a base amount for all support services up to forty (40) hours and five (5) service days per week.** Any additional services provided beyond the proposed base amount shall be provided at the hourly rate as listed in the attached fee schedule and any additional services must be pre-approved by the Chief Financial Officer. Notwithstanding anything to the contrary contained herein, the schedule for services shall be determined by the City Manager or his designee in his or her sole discretion. Fee schedule shall be inclusive of any travel expenses incurred. The Vendor’s Agreement, if awarded, shall include such a fee schedule and the Vendor shall invoice the City in equal monthly installments. Invoices shall detail services rendered during the preceding month, payable in arrears.

HISTORICAL COSTS FOR IT SERVICES

The City has outsourced IT services over the past three (3) fiscal years. The contractual amounts agreed upon in the previous three fiscal years:

- FY 2013 \$189,800
- FY 2012 \$189,800
- FY 2011 \$166,400

END OF SECTION

SUBMISSION REQUIREMENTS

I. Submission of Request for Proposals

The Proposal and all copies and CDs must be delivered in a sealed envelope. The proposal shall consist of one (1) original unbound proposal, four (4) additional copies and one (1) digital Flash Drive or CD copy, in searchable PDF format and not to exceed 4MB and shall be enclosed in a sealed envelope or container and shall have **RFP #IT-2014-01 Information Technology (IT) Maintenance and Related Services**, and the name of the respondent clearly written on the exterior of the envelope in which the sealed proposal is delivered. Special envelopes such as provided by UPS or Federal Express will not be opened unless they contain the required envelope information on the front or back of the envelope to the **Office of the City Clerk, South Miami City Hall, 6130 Sunset Drive, South Miami, Florida 33143**. All responses shall be typed on 8 1/2" x 11" sheets, single-spaced, one-sided, bound with all sections tabbed with the exception of the one (1) unbound copy. Fold out pages are not allowed.

Proposals must be in conformance with the detailed submittal instructions and must be delivered in a sealed envelope by mail, courier or personal delivery by the time and date indicated in the legal notice. **RESPONSE SUBMITTALS NOT RECEIVED IN A SEALED ENVELOPE WITH THE REQUIRED INFORMATION ON THE ENVELOPE AND BY THE DATE AND TIME SPECIFIED SHALL BE REFUSED.** The time indicated by the time clock in the City Clerk office is considered the official time of receipt. No faxed or email RFP responses will be accepted.

The response to the RFP's may be submitted in person or by mail to the following address:

In Person/Courier/By Mail:

City of South Miami
City Hall Building
6130 Sunset Drive
South Miami, FL 33143
ATTN: CITY CLERK OFFICE

All proposals received will be considered public records and upon submission, all documents become the property of the City of South Miami and are subject to public records laws.

Incomplete, unresponsive, irresponsible, vague, or ambiguous responses to the RFQ shall be cause for rejection, as determined by the City.

A person or affiliate of the Respondent who has been placed on the convicted vendor list pursuant to Chapter 287 following a conviction for a public entity crime may not submit a response to the RFQ with the City of South Miami, and may not transact business with the City of South Miami for a period of 36 months from the date of being placed on the convicted vendor list.

All erasures and corrections must have the initials of the Respondent's authorized representative in ink at the location of each and every erasure and correction. Responses shall be signed in ink; all information shall be typewritten or printed and filled in with ink. All spaces shall be filled in with the requested information or the phrase "not applicable".

The City will consider all proposals using such criteria as City Manager may adopt at the City's sole discretion. The individual(s)/firm selected will be required to enter into a formal agreement with the CSM in a form satisfactory to the City, prior to the execution of which the City shall reserve all rights, including the right to change its selection.

Request for Proposals (RFP) must be received by the City Clerk, either by mail or hand delivery, no later than 10 A.M. on the due date for this RFP and should include the requirements listed below. Submittals submitted without meeting ALL the requirements may be considered non-responsive.

Format

Sections and subsections should correspond in sequence with those identified below. All additional information that the Vendor believes is unique to a section and does not fit the established outline may be included at the end of each section under a subheading "Additional Information."

The following information shall be provided in the order detailed: **failure to provide any one part of this section without appropriate explanation may result in disqualification of Response.**

- a. **Title Page** - List the RFP subject, the name of the Firm, its address, telephone number and email address, the name of the Firm's designated contact person, and alternate if any, and the date of the submittal.
- b. **Table of contents** - Include a clear identification of the material included in the submittal by page number.
- c. **Letter of Interest** -- Limit two (2) pages. Make a positive commitment to perform the required work within a specified timeline, acknowledgement of receipt of addenda. Give the name(s) of the person(s) who will be authorized to make representation for the firm, their title, phone number and email address. The letter shall provide the following information:
 1. Name of Proposing firm, and, if more than one, specify as to the type of contractual agreement between firms, and certificate(s) of authorization to offer professional services through the Florida Department of Professional Regulations as applicable for prime as well as supporting firms.
- d. **Qualifications and Experience**
 1. Provide a brief discussion of the **firm's understanding and approach** to the work described herein.
 2. A resume of the Respondent's designated contact person, and resumes of the individuals who will attend meetings and have primary responsibility for work performed for the CSM as it pertains to this contract.
 3. A disclosure of the following: (a) any relationships between the firm and any Commission member, his/her spouse, or family; (b) any relationship between the firm and any business or entity owned by a Commission member or their family or in which a Commission member or their family has or had an interest; (c) any other information concerning any relationships between the firm and any Commission member which the

Applicant deems might be relevant to the Commission's consideration; and (e) a "conflict list" if same is maintained by the firm.

e. Restriction on Representation

Neither the individual(s)/firm, nor any of his/her/its employees shall be permitted to represent any client before the Commission or any Committee, department or agency of the CSM, and shall agree not to undertake any other private representation which might create a conflict of interest with the CSM. The individual(s)/firm may not represent any Commission member, individually, or, any member of their family or any business in which the Commission member of their family has an interest.

f. Required Documentation

- i. Proof of authorization to transact in the state of Florida from the Florida Secretary of State, for Prime as well as supporting firms.
- ii. Current and valid State of Florida Contractors License.
- iii. Proposed organization chart identifying key professionals and their area of responsibilities.
- iv. List of recent clients and references with contact names and telephone numbers.
- v. Respondents **"Public Entity Crimes and Conflicts of Interest,"** shall be completed and provided with the proposal submittal.
- vi. Respondent's **"Drug Free Workplace"** form shall be completed and provided with the proposal submittal. Drug Free Workplace: Failure to provide proof of compliance with Florida Statute Section 287.087, as amended, when requested shall be cause for rejection of the response as determined by the City.
- vii. Respondent's **"No Conflict of Interest/Non Collusion Affidavit,"** shall be completed and provided with the proposal submittal.
- viii. Respondent's **"Acknowledgement and Conformance with OSHA Standards,"** shall be completed and provided with the proposal submittal.
- ix. Respondents **"Related Parties Transaction Verification Form,"** shall be completed and provided with the proposal submittal.
- x. **Price Proposal Sheet.**

END OF SECTION

GENERAL CONDITIONS

GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS

1. Rules, Regulations, Laws, Ordinances, & Licenses

The awarded firm shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and local municipality, which may be applicable to the service being provided. The firm shall have or be responsible for obtaining all necessary permits or licenses required in order to provide this service.

2. Requests for Additional Information or Questions

Any requests for additional information or clarification should be submitted in writing by **10:00 A.M. local time on, Wednesday, November 20, 2013** to the attention of Steven Kulick, C.P.M. Purchasing Manager at skulick@southmiamifl.gov or via facsimile at (305) 663-6346. Interpretations or clarifications, considered necessary by the City in response to such questions, shall be issued by a written addendum to the RFP package. The issuance of a written addendum is the only official method whereby interpretation and/or clarification of information can be given. If any addendums are issued to this RFP, the City will notify all prospective firms via the CSM's website. It is incumbent on all interested parties to log onto the website before submitting a response. Verbal interpretations or clarifications, even if not in violation of the Cone of Silence referenced below, shall be without any legal effect. No plea by a Respondent of ignorance or the need for additional information shall exempt a Respondent from submitting the response on the required date and time as set forth in the public notice.

3. Cone of Silence:

You are hereby advised that this solicitation is subject to the "Cone of Silence," in accordance with Miami-Dade County Ordinance Nos. 98106 and 99-1. From the time of advertising until the City Manager issues his recommendation, there is a prohibition on verbal communication with the City's professional staff. All written communication must comply with the requirements of the Cone of Silence. The Cone of Silence does not apply to verbal communications at pre-response conferences, verbal presentations before evaluation committees, contract discussions during any duly noticed public meeting, public presentations made to the City Commission during any duly notice public meeting, contract negotiations with the staff following the City Manager's written recommendation for the award of the contract, or communications in writing at any time with any City employee, official or member of the City Commission unless specifically prohibited. A copy of all written communications must be contemporaneously filed with the City Manager and City Clerk. Violation of these provisions by any particular Respondent shall render any recommendation for the award of the contract or the contract awarded to said Respondent voidable, and, in such event, said Respondent shall not be considered for any solicitation for a proposal, for qualifications, for a letter of interest or bid concerning any contract for the provision of goods or services for a period of one year.

4. Lobbying

All firms and their agents who intend to submit, or who submitted, responses for this City of South Miami Request for Proposal (RFP) are hereby placed on formal notice that neither City Commissioners, candidates for City Commissioner, nor any employee of the City of South Miami are to be lobbied either individually or collectively concerning this City of South Miami Request for Proposal (RFP).

Contact shall only be made through regularly scheduled Commission meetings for the purpose of accepting or rejection the contract for the study, or meetings scheduled through the Purchasing Division, which are for the purposes of obtaining additional or clarifying information.

5. Reserves the Right

The City anticipates awarding one contract for services as a result of this RFP. The City, however, reserves the right to reject any and all submitted Responses and to further define or limit the scope of the award.

The City reserves the right to request additional information from firms as deemed necessary. Notice is also given of the possibility that an award may be made without discussion or after limited negotiations. It is, therefore, important that all the parts of the Request for Proposal be completed in all respects.

The City reserves the right to negotiate modifications to the response submittals that it deems acceptable, reject any and all RFP responses in its sole discretion, and to waive minor irregularities in the procedures.

6. Contract Cancellation

The resulting contract may be canceled at any time by the City without cause, upon a **thirty (30) day** written cancellation notice. The Vendor may cancel the resulting contract without cause, upon a **one-hundred and twenty (120) day** written cancellation notice.

7. Ownership of Preliminary and Final Records

All preliminary and final documentation and records shall become and remain the sole property of the City of South Miami (CSM). The awarded firm shall maintain original documents thereof for its records and for its future professional endeavors and provide reproducible copies to the CSM. In the event of termination of the agreement, the proposing firm shall cease work and deliver to the CSM all documents (including reports and all other data and material prepared or obtained by the awarded firm in connection with this Request for Proposal (RFP)). The CSM shall, upon delivery of the aforesaid documents, pay the firm for the goods and services rendered and the firm shall accept the payment as full payment for its goods and services rendered pursuant to the terms and conditions of the Contract. The payment shall be equal to the percentage of the work satisfactorily completed by the firm and accepted by the City.

8. Indemnification

To the extent permitted by law, the proposing firm shall indemnify and hold harmless the CSM, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful acts or omissions of the proposing firm and any persons employed or utilized by proposing firm in the performance of its Contract with the CSM contract.

9. Equal Employment

In accordance with Federal, State and Local law, the proposing firm will not discriminate against any employee or applicant for employment because of race, color, ethnicity, religion, sex, sexual orientation, national origin or handicap. The proposing firm will be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of this contract.

10. Opening of Request for Proposals

All responses to the RFP will be opened and evaluated after the date and time set for receipt of the responses. The City may request proposing firm(s), who are considered for the award, to make an oral presentation to a selection committee or to submit additional data.

11. Rejection of Response Submittals

The City reserves the right to reject any and all response submittals to this RFP. It also reserves the right to waive any minor irregularities in connection with any and all response submittals to this RFP.

12. Acceptance of Response Submittal

Within ninety (90) days after the final submission date for Request for Proposal, the City will act upon them. The successful firm will be requested to enter into negotiations to produce a contract for this Request for Proposal (RFP). The City reserves the right to terminate negotiations in the event it deems progress towards a contract to be insufficient and to proceed to negotiate with the next best Firm.

13. Applicable Law

All applicable laws and regulations of the State of Florida, Miami-Dade Count and of the City of South Miami will apply to any resulting agreement and venue for any action arising out of the Contract shall be in Miami-Dade County, Florida and such right shall remain solely with the City.

14. Qualification of Proposing Firm

Response submittals to this RFP will be considered from firms normally engaged in providing the services requested. The proposing firm must demonstrate adequate experience, organization, offices, equipment and personnel to ensure prompt and efficient service to the City of South

Miami. The City reserves the right, before recommending any award, to inspect the offices and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions. The City will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject the response submittal to this RFP where evidence submitted, or investigation and evaluation, indicates inability of a firm to perform.

15. Designated Contact

The awarded firm shall appoint a person to act as a primary contact with the City and may appoint a back-up contact person. This designated contact person, and the alternate contact person if any, shall have authority to bind the Firm and be readily available during normal work hours by phone, email, or in person, shall be knowledgeable of the terms and conditions of the Contract and the work being performed and shall be sufficiently versed in the English language so as to be able to clearly communicate with the CSM staff.

16. Deviations from Specifications

The awarded firm shall clearly indicate, as applicable, all areas in which the services proposed do not fully comply with the requirements of this RFP. The decision as to whether an item fully complies with the stated requirements rests solely with the City.

17. Precedence

The proposing Firm, by virtue of submitting a response, agrees that, unless the City agrees otherwise in writing, the RFP and the CSM's General Provisions, Terms and Conditions set forth in the RFP shall take precedence over any terms and conditions submitted with the response, either appearing separately or included.

18. Response Withdrawal

After response submittals for this RFP are opened, corrections or modifications to responses are not permitted, but the proposing firm may be permitted to withdraw an erroneous response prior to the proposal award by City Commission, if the following is established:

- 18.1 That the proposing firm acted in good faith in submitting the response;
- 18.2 That the error was not the result of gross negligence or willful inattention on the part of the firm;
- 18.3 That the error was discovered and communicated to the City within twenty-four (24) hours of opening the response submittals received, along with a request for permission to withdraw the response; or
- 18.4.1 The firm submits documentation and an explanation of how the response submittal error was made.

19. Public Entity Crimes

A person or affiliate who was placed on the Convicted Vendors List following a conviction for a public entity crime may not submit a response on a contract to provide any services to a public entity, may not submit RFP on leases of real property to a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for a period of 36 months from the date of being placed on the Convicted Vendors List.

20. Contingent Fees Prohibited

The proposing firm must warrant that it has not employed or retained a company or person, other than a bona fide employee, VENDOR or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, VENDOR or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.

21. Auditable Records

The proposing firm shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City reserves the right to determine record-keeping method in the event of non-conformity. These records shall be maintained for five (5) years after final payment has been made and shall be readily available to CSM personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

22. Unauthorized Aliens

The employment of unauthorized aliens by any firm is considered a violation of Federal Law. If the VENDOR knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this RFP. This applies to any sub-contractors used by the firm as well.

23. Waiver

Failure of the City to take any action with respect to any breach of any term, covenant, provision or condition contained in the agreement, or any instance of default there under by the awarded firm should not be deemed to be a waiver of any default or breach by the CSM.

24. Attorney's Fees

Should it become necessary for the CSM to bring any action against the awarded firm to enforce any of the covenants, provisions, terms or conditions of the agreement, the awarded firm will pay all costs attendant thereto, including reasonable attorney's fees for the CSM.

EVALUATION AND SELECTION PROCEDURE

SCORING AND RANKING

An Evaluation Selection Committee comprised of 3 to 5 City staff members, and/or recognized subject matter experts, will review proposals submitted and rank each proposer using the evaluation factors listed below:

Evaluation Criteria:

Competitive Selection-Ranking; maximum 100 points. The selected Vendor shall have considerable knowledge and expertise in the applicable disciplines and experience with projects of similar scope and magnitude. Statement of Qualifications and any supplemental material allowing evaluation for further consideration shall be based upon the following criteria/point system:

- a. Knowledge and Expertise in Specified Areas and Workload, Availability, and Experience of team/staff assigned to this project; **Maximum 50 Points**
- b. Experience With Projects of Similar Scope and Complexity and Past Performance/References; **Maximum 30 Points**
- c. Proposed Cost; **Maximum 20 Points**

END OF SECTION

PRICE PROPOSAL SHEET

The Proposed Base Fee Schedule is for each of the support services listed in the **Scope of Services of this RFP**. The Proposed Fee Schedule should include the base fee for all support and required services up to forty (40) hours and five (5) service days per week. Any additional services provided beyond the proposed base amount shall be provided and listed at the hourly rates over the base fee amount. Any additional service over the base fee amounts, must be pre-approved by the Chief Financial Officer. Additional service fees should not exceed the City's budgeted amount in the City's FY 13-14 budget for IT support services. Notwithstanding anything to the contrary contained herein, the schedule for services shall be determined by the Chief Financial Officer his or her sole discretion. Fee schedule shall be inclusive of any travel expenses incurred. In other words, if the IT Consultant's base price includes any and all after hour emergencies, special projects, and/or the recording of after hour public meetings, **Favorable consideration will be provided to "flat-fees", or "not-to-exceed" proposals.**

All Inclusive Base Price:	
Year 1	\$ _____
Year 2	\$ _____
Year 3	\$ _____
Three-Year Total	\$ _____
Option to Renew:	
Year 1	\$ _____
Year 2	\$ _____
*Option #1	
After Hour Meetings Requiring Recording Estimated at 250 Hours Annually: Per Hour Rate: \$ _____ *Check if Included in the Base Price Amount _____	
Option #2	
Hourly Rate over the Base Price for After Hour Emergencies, Special Projects, etc.: Per Hour Rate: \$ _____	

PUBLIC ENTITY CRIMES AND CONFLICTS OF INTEREST

Pursuant to the provisions of Paragraph (2) (a) of Section 287.133, Florida State Statutes – “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded to perform work as a Contractor, supplier, Subcontractor, or Vendor under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Section 287.017, Florida Statutes, for thirty six (36) months from the date of being placed on the convicted vendor list”.

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. BIDDERS must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of South Miami or it's agencies.

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a),

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

- I. This sworn statement is submitted to _____
[print name of the public entity]
by _____
[print individual's name and title]
for _____
[print name of entity submitting sworn statement]
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to , any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other

state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
 - (a) A predecessor or successor of a person convicted of a public entity crime; or
 - (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services led by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent

proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. {attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

Sworn to and subscribed before me this _____ day of _____, 20____

Personally known or

Produced identification

Notary Public – State of _____

My commission expires _____

(Type of identification)

(Printed, typed or stamped commissioned name of notary public)

Form PUR 7068 (Rev.06/11/92)

DRUG FREE WORKPLACE

Whenever two or more Bids which are equal with respect to price, quality and service are received by the State or by any political subdivisions for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees, that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

PROPOSER's

Signature:

Print Name:

Date:

NO CONFLICT OF INTEREST/NON-COLLUSION CERTIFICATION

Submitted this _____ day of _____, 20____,

The undersigned, as Bidder/Proposer, declares that the only persons interested in this RFP are named herein; that no other person has any interest in this RFP or in the Contract to which this RFP pertains; that this response is made without connection or arrangement with any other person; and that this response is in every respect fair and made in good faith, without collusion or fraud.

The Bidder/Proposer agrees if this response/submission is accepted, to execute an appropriate CSM document for the purpose of establishing a formal contractual relationship between the Bidder/Proposer and the CSM, for the performance of all requirements to which the response/submission pertains.

The Bidder/Proposer states that this response is based upon the documents identified by the following number: Bid/RFP

The full-names and residences of persons and firms interested in the foregoing bid/proposal, as principals, are as follows:

Name	Street Address	City	State	Zip

The Bidder/Proposer further certifies that this response/submission complies with section 4(c) of the Charter of the City of Miami, Florida, that, to the best of its knowledge and belief, no Commissioner, Mayor, or other officer or employee of the CSM has an interest directly or indirectly in the profits or emoluments of the Contract, job, work or service to which the response/submission pertains.

Signature:

Printed Name:

Title:

Telephone:

Company Name

NOTARY PUBLIC:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ (name of person whose signature is being notarized) who is

Personally known to me, or

Personal identification:

Type of Identification Produced

Did take an oath, or

Did Not take an oath.

SEAL

(Name of Notary Public: Print, Stamp
or type as commissioned.)

FAILURE TO COMPLETE, SIGN, & RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE

ACKNOWLEDGEMENT OF CONFORMANCE WITH OSHA STANDARDS

TO THE CITY OF SOUTH MIAMI

We, _____, (Name of Contractor), hereby acknowledge and agree that as Contractors for the IT Maintenance and Related Services RFP, as specified have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of South Miami against any and all liability, claims, damages, losses and expenses they may incur due to the failure of (subcontractor's names):

to comply with such act or regulation.

CONTRACTOR

Witness

BY: _____
Name

Title

FAILURE TO COMPLETE, SIGN, & RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE

RELATED PARTIES TRANSACTION VERIFICATION FORM

I _____, individually and on behalf of _____ ("Firm")
Name of Representative *Company/Vendor/Entity*

have read the City of South Miami ("CSM")'s Code of Ethics, Section 8A-1 of the CSM's Code of Ordinances and I hereby certify, under penalty of perjury that to the best of my knowledge, information and belief:

- (1) neither I nor the Firm have **any conflict of interest** (as defined in section 8A-1) with regard to the contract or business that I, and/or the Firm, am(are) about to perform for, or to transact with, the CSM, and
- (2) neither I nor any employees, officers, directors of the Firm, nor anyone who has a financial interest greater than 5% in the Firm, **has any relative(s)**, as defined in section 8A-1, **who** is an **employee of the CSM** or who is(are) an **appointed or elected official** of the CSM, or who is(are) a **member** of any **public body** created by the City Commission, i.e., a board or committee of the CSM, and
- (3) neither I nor the Firm, nor anyone who has a financial interest greater than 5% in the Firm, nor any member of those persons' immediate family (i.e., spouse, parents, children, brothers and sisters) has **transacted or entered into any contract(s) with the CSM** or has a **financial interest**, direct or indirect, in any **business being transacted with the CSM**, or with any person or agency acting for the CSM, other than as follows: _____ (use a separate sheet to supply additional information that will not fit on this line but make reference to the additional sheet which must be signed under oath).
- (4) **no elected and/or appointed official or employee** of the City of South Miami, or any of their immediate family members (i.e., spouse, parents, children, brothers and sisters) **has a financially interest**, directly or indirectly, **in the contract between you and/or your Firm and the CSM** other than the following individuals whose interest is set forth following their names: _____ (use a separate sheet to supply additional information that will not fit on this line but make reference to the additional sheet which must be signed under oath). The names of all CSM employees and that of all elected and/or appointed CSM officials or board members, who own, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the firm are as follows: _____ (use a separate sheet to supply additional information that will not fit on this line but make reference to the additional sheet which must be signed under oath).
- (5) I and the Firm further **agree not to use or attempt to use** any knowledge, property or resource which may come to us through our position of trust, or through our performance of our duties under the terms of the contract with the CSM, to secure a special privilege, benefit, or exemption for ourselves, or others. We agree that we may not disclose or use information, not available to members of the general public, for our personal gain or benefit or for the personal gain or benefit of any other person or business entity, outside of the normal gain or benefit anticipated through the performance of the contract.
- (6) I and the Firm hereby **acknowledge that we have not contracted or transacted any business** with the CSM or any person or agency acting for the CSM, and that we have not appeared in representation of any third party before any board, commission or agency of the CSM within the past two years other than as follows: _____ (use a separate sheet to supply additional information that will not fit on this line but make reference to the additional sheet which must be signed under oath). Neither I nor any employees, officers, or directors of the Firm, nor any of their immediate family (i.e., as a spouse, son, daughter, parent,

brother or sister) is related by blood or marriage to: (i) any member of the City Commission; (ii) any city employee; or (iii) any member of any board or agency of the CSM other than as follows: _____(use a separate sheet to supply additional information that will not fit on this line but make reference to the additional sheet which must be signed under oath).

- (7) **No Other Firm**, nor any officers or directors of that Other Firm or anyone who has a financial interest greater than 5% in that Other Firm, nor any member of those persons' immediate family (i.e., spouse, parents, children, brothers and sisters) nor any of my immediate family members (hereinafter referred to as "Related Parties") **has responded to a solicitation by the CSM in which I or the Firm that I represent or** anyone who has a financial interest greater than 5% in the Firm, or any member of those persons' immediate family (i.e. spouse, parents, children, brothers and sisters) **have also responded, other than the following:**

_____(use a separate sheet to supply additional information that will not fit on this line but make reference to the additional sheet which must be signed under oath).

- (8) I and the Firm agree that we are obligated to supplement this Verification Form and inform the City of any change in circumstances that would change our answers to this document. Specifically, after the opening of any responses to a solicitation, I and the Firm have an obligation to supplement this Verification Form with the name of all Related Parties who have also responded to the same solicitation and to disclose the relationship of those parties to me and the Firm.
- (9) A violation of the CSM's Ethics Code, the giving of any false information or the failure to supplement this Verification Form, may subject me or the Firm to immediate termination of any agreement with the CSM, and the imposition of the maximum fine and/or any penalties allowed by law. Additionally, violations may be considered by and subject to action by the Miami-Dade County Commission on Ethics.

Under penalty of perjury, I declare that I have made a diligent effort to investigate the matters to which I am attesting hereinabove and that the statements made hereinabove are true and correct to the best of my knowledge, information and belief.

Signature: _____

Print Name & Title: _____

Date: _____

ATTACHED:

Sec. 8A-1 - Conflict of interest and code of ethics ordinance.

Section 8A-I CODE OF ETHICS

Sec. 8A-I. - Conflict of interest and code of ethics ordinance.

(a) *Designation.* This section shall be designated and known as the "City of South Miami Conflict of Interest and Code of Ethics Ordinance." This section shall be applicable to all city personnel as defined below, and shall also constitute a standard of ethical conduct and behavior for all autonomous personnel, quasi-judicial personnel, advisory personnel and departmental personnel. The provisions of this section shall be applied in a cumulative manner. By way of example, and not as a limitation, subsections (c) and (d) may be applied to the same contract or transaction.

(b) *Definitions.* For the purposes of this section the following definitions shall be effective:

- (1) The term "commission members" shall refer to the mayor and the members of the city commission.
- (2) The term "autonomous personnel" shall refer to the members of autonomous authorities, boards and agencies, such as the city community redevelopment agency and the health facilities authority.
- (3) The term "quasi-judicial personnel" shall refer to the members of the planning board, the environmental review and preservation board, the code enforcement board and such other individuals, boards and agencies of the city as perform quasi-judicial functions.
- (4) The term "advisory personnel" shall refer to the members of those city advisory boards and agencies whose sole or primary responsibility is to recommend legislation or give advice to the city commission.
- (5) The term "departmental personnel" shall refer to the city clerk, the city manager, department heads, the city attorney, and all assistants to the city clerk, city manager and city attorney, however titled.
- (6) The term "employees" shall refer to all other personnel employed by the city.
- (7) The term "compensation" shall refer to any money, gift, favor, thing of value or financial benefit conferred, or to be conferred, in return for services rendered or to be rendered.
- (8) The term "controlling financial interest" shall refer to ownership, directly or indirectly, of ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership, or other business entity at the time of transacting business with the city.
- (9) The term "immediate family" shall refer to the spouse, parents, children, brothers and sisters of the person involved.
- (10) The term "transact any business" shall refer to the purchase or sale by the city of specific goods or services for consideration and to submitting a bid, a proposal in response to a RFP, a statement of qualifications in response to a request by the city, or

entering into contract negotiations for the provision on any goods or services, whichever first occurs.

(c) *Prohibition on transacting business with the city.* No person included in the terms defined in paragraphs (b)(1) through (6) and in paragraph (b)(9) shall enter into any contract or transact any business in which that person or a member of the immediate family has a financial interest, direct or indirect with the city or any person or agency acting for the city, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. Willful violation of this subsection shall constitute malfeasance in office and shall effect forfeiture of office or position. Nothing in this subsection shall prohibit or make illegal:

- (1) The payment of taxes, special assessments or fees for services provided by the city government;
- (2) The purchase of bonds, anticipation notes or other securities that may be issued by the city through underwriters or directly from time to time.

Waiver of prohibition. The requirements of this subsection may be waived for a particular transaction only by four affirmative votes of the city commission after public hearing upon finding that:

- (1) An open-to-all sealed competitive proposal has been submitted by a city person as defined in paragraphs (b)(2), (3) and (4);
- (2) The proposal has been submitted by a person or firm offering services within the scope of the practice of architecture, professional engineering, or registered land surveying, as defined by the laws of the state and pursuant to the provisions of the Consultants' Competitive Negotiation Act, and when the proposal has been submitted by a city person defined in paragraphs (b)(2), (3) and (4);
- (3) The property or services to be involved in the proposed transaction are unique and the city cannot avail itself of such property or services without entering a transaction which would violate this subsection but for waiver of its requirements; and
- (4) That the proposed transaction will be in the best interest of the city.

This subsection shall be applicable only to prospective transactions, and the city commission may in no case ratify a transaction entered in violation of this subsection.

Provisions cumulative. This subsection shall be taken to be cumulative and shall not be construed to amend or repeal any other law pertaining to the same subject matter.

(d) *Further prohibition on transacting business with the city.* No person included in the terms defined in paragraphs (b)(1) through (6) and in paragraph (b)(9) shall enter into any contract or transact any business through a firm, corporation, partnership or business entity in which that person or any member of the immediate family has a controlling financial interest, direct or indirect, with the city or any person or agency acting for the city, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. The remaining provisions of subsection (c) will

also be applicable to this subsection as though incorporated by recitation. Additionally, no person included in the term defined in paragraph (b)(1) shall vote on or participate in any way in any matter presented to the city commission if that person has any of the following relationships with any of the persons or entities which would be or might be directly or indirectly affected by any action of the city commission:

- (1) Officer, director, partner, of counsel, consultant, employee, fiduciary or beneficiary; or
- (2) Stockholder, bondholder, debtor, or creditor, if in any instance the transaction or matter would affect the person defined in paragraph (b)(1) in a manner distinct from the manner in which it would affect the public generally. Any person included in the term defined in paragraph (b)(1) who has any of the specified relationships or who would or might, directly or indirectly, realize a profit by the action of the city commission shall not vote on or participate in any way in the matter.

(e) *Gifts.*

- (1) *Definition.* The term "gift" shall refer to the transfer of anything of economic value, whether in the form of money, service, loan, travel, entertainment, hospitality, item or promise, or in any other form, without adequate and lawful consideration.
- (2) *Exceptions.* The provisions of paragraph (e)(1) shall not apply to:
 - a. Political contributions specifically authorized by state law;
 - b. Gifts from relatives or members of one's household, unless the person is a conduit on behalf of a third party to the delivery of a gift that is prohibited under paragraph (3);
 - c. Awards for professional or civic achievement;
 - d. Material such as books, reports, periodicals or pamphlets which are solely informational or of an advertising nature.
- (3) *Prohibitions.* A person described in paragraphs (b)(1) through (6) shall neither solicit nor demand any gift. It is also unlawful for any person or entity to offer, give or agree to give to any person included in the terms defined in paragraphs (b)(1) through (6), or for any person included in the terms defined in paragraphs (b)(1) through (6) to accept or agree to accept from another person or entity, any gift for or because of:
 - a. An official public action taken, or to be taken, or which could be taken, or an omission or failure to take a public action;
 - b. A legal duty performed or to be performed, or which could be performed, or an omission or failure to perform a legal duty;
 - c. A legal duty violated or to be violated, or which could be violated by any person included in the term defined in paragraph (b)(1); or
 - d. Attendance or absence from a public meeting at which official action is to be taken.
- (4) *Disclosure.* Any person included in the term defined in paragraphs (b)(1) through (6) shall disclose any gift, or series of gifts from any one person or entity, having a value in excess of \$25.00. The disclosure shall be made by filing a copy of the disclosure form required by chapter

112, Florida Statutes, for "local officers" with the city clerk simultaneously with the filing of the form with the clerk of the county and with the Florida Secretary of State.

- (f) *Compulsory disclosure by employees of firms doing business with the city.* Should any person included in the terms defined in paragraphs (b)(1) through (6) be employed by a corporation, firm, partnership or business entity in which that person or the immediate family does not have a controlling financial interest, and should the corporation, firm, partnership or business entity have substantial business commitments to or from the city or any city agency, or be subject to direct regulation by the city or a city agency, then the person shall file a sworn statement disclosing such employment and interest with the clerk of the city.
- (g) *Exploitation of official position prohibited.* No person included in the terms defined in paragraphs (b)(1) through (6) shall corruptly use or attempt to use an official position to secure special privileges or exemptions for that person or others.
- (h) *Prohibition on use of confidential information.* No person included in the terms defined in paragraphs (b)(1) through (6) shall accept employment or engage in any business or professional activity which one might reasonably expect would require or induce one to disclose confidential information acquired by reason of an official position, nor shall that person in fact ever disclose confidential information garnered or gained through an official position with the city, nor shall that person ever use such information, directly or indirectly, for personal gain or benefit.
- (i) *Conflicting employment prohibited.* No person included in the terms defined in paragraphs (b)(1) through (6) shall accept other employment, which would impair independence of judgment in the performance of any public duties.
- (j) *Prohibition on outside employment.*
 - (1) No person included in the terms defined in paragraphs (b)(6) shall receive any compensation for services as an officer or employee of the city from any source other than the city, except as may be permitted as follows:
 - a. *Generally prohibited.* No full-time city employee shall accept outside employment, either incidental, occasional or otherwise, where city time, equipment or material is to be used or where such employment or any part thereof is to be performed on city time.
 - b. *When permitted.* A full-time city employee may accept incidental or occasional outside employment so long as such employment is not contrary, detrimental or adverse to the interest of the city or any of its departments and the approval required in subparagraph c. is obtained.
 - c. *Approval of department head required.* Any outside employment by any full-time city employee must first be approved in writing by the employee's department head who shall maintain a complete record of such employment.
 - d. *Penalty.* Any person convicted of violating any provision of this subsection shall be punished as provided in section 1-11 of the Code of Miami-Dade County and, in addition shall be subject to dismissal by the appointing

authority. The city may also assess against a violator a fine not to exceed \$500.00 and the costs of investigation incurred by the city.

(2) All full-time city employees engaged in any outside employment for any person, firm, corporation or entity other than the city, or any of its agencies or instrumentalities, shall file, under oath, an annual report indicating the source of the outside employment, the nature of the work being done and any amount of money or other consideration received by the employee from the outside employment. City employee reports shall be filed with the city clerk. The reports shall be available at a reasonable time and place for inspection by the public. The city manager may require monthly reports from individual employees or groups of employees for good cause.

(k) *Prohibited investments.* No person included in the terms defined in paragraphs (b)(1) through (6) or a member of the immediate family shall have personal investments in any enterprise, which will create a substantial conflict between private interests and the public interest.

(l) *Certain appearances and payment prohibited.*

(1) No person included in the terms defined in paragraphs (b)(1), (5) and (6) shall appear before any city board or agency and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall the person receive any compensation or gift, directly or indirectly, for services rendered to a third person, who has applied for or is seeking some benefit from the city or a city agency, in connection with the particular benefit sought by the third person. Nor shall the person appear in any court or before any administrative tribunal as counsel or legal advisor to a party who seeks legal relief from the city or a city agency through the suit in question.

(2) No person included in the terms defined in paragraphs (b)(2), (3) and (4) shall appear before the city commission or agency on which the person serves, either directly or through an associate, and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall such person receive any compensation or gift, directly or indirectly, for services rendered to a third party who has applied for or is seeking some benefit from the city commission or agency on which the person serves in connection with the particular benefit sought by the third party. Nor shall the person appear in any court or before any administrative tribunal as counsel or legal advisor to a third party who seeks legal relief from the city commission or agency on which such person serves through the suit in question.

(m) *Actions prohibited when financial interests involved.* No person included in the terms defined in paragraphs (b)(1) through (6) shall participate in any official action directly or indirectly affecting a business

in which that person or any member of the immediate family has a financial interest. A financial interest is defined in this subsection to include, but not be limited to, any direct or indirect interest in any investment, equity, or debt.

(n) *Acquiring financial interests.* No person included in the terms defined in paragraphs (b)(1) through (6) shall acquire a financial interest in a project, business entity or property at a time when the person believes or has reason to believe that the financial interest may be directly affected by official actions or by official actions by the city or city agency of which the person is an official, officer or employee.

(o) *Recommending professional services.* No person included in the terms defined in paragraphs (b)(1) through (4) may recommend the services of any lawyer or law firm, architect or architectural firm, public relations firm, or any other person or firm, professional or otherwise, to assist in any transaction involving the city or any of its agencies, provided that a recommendation may properly be made when required to be made by the duties of office and in advance at a public meeting attended by other city officials, officers or employees.

(p) *Continuing application after city service.*

- (1) No person included in the terms defined in paragraphs (b)(1), (5) and (6) shall, for a period of two years after his or her city service or employment has ceased, lobby any city official [as defined in paragraphs (b)(1) through (6)] in connection with any judicial or other proceeding, application, RFP, RFQ, bid, request for ruling or other determination, contract, claim, controversy, charge, accusation, arrest or other particular subject matter in which the city or one of its agencies is a party or has any interest whatever, whether direct or indirect. Nothing contained in this subsection shall prohibit any individual from submitting a routine administrative request or application to a city department or agency during the two-year period after his or her service has ceased.
- (2) The provisions of the subsection shall not apply to persons who become employed by governmental entities, 501(c)(3) non-profit entities or educational institutions or entities, and who lobby on behalf of those entities in their official capacities.
- (3) The provisions of this subsection shall apply to all persons described in paragraph (p)(1) whose city service or employment ceased after the effective date of the ordinance from which this section derives.
- (4) No person described in paragraph (p)(1) whose city service or employment ceased within two years prior to the effective date of this ordinance shall for a period of two years after his or her service or employment enter into a lobbying contract to lobby any city official in connection with any subject described in paragraph (p)(1) in which the city or one of its agencies is a party or has any direct and substantial interest; and in which he or she participated directly or indirectly through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. A person participated "directly" where he or she was substantially involved in the particular subject matter through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise,

during his or her city service or employment. A person participated "indirectly" where he or she knowingly participated in any way in the particular subject matter through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. All persons covered by this paragraph shall execute an affidavit on a form approved by the city attorney prior to lobbying any city official attesting that the requirements of this subsection do not preclude the person from lobbying city officials.

- (5) Any person who violates this subsection shall be subject to the penalties provided in section 8A-2(p).

(q) *City attorney to render opinions on request.* Whenever any person included in the terms defined in paragraphs (b)(1) through (6) and paragraph (b)(9) is in doubt as to the proper interpretation or application of this conflict of interest and code of ethics ordinance, or whenever any person who renders services to the city is in doubt as to the applicability of the ordinance that person, may submit to the city attorney a full written statement of the facts and questions. The city attorney shall then render an opinion to such person and shall publish these opinions without use of the name of the person advised unless the person permits the use of a name.

END OF SECTION

EXHIBIT #1

EQUIPMENT COVERED BY AGREEMENT

City of South Miami Equipment Covered by the Agreement		
<i>Equipment coverage is subject to change as equipment is retired and/or replaced with new. New equipment will be covered by the terms and conditions of the agreement with mutual agreement by the City and Consultant.</i>		
Equipment Covered		Manufacture
Description	Qty	Make
Desktop Computers with monitor	134	DELL
Mobile Computers	62	DELL, APPLE
Mobile Handheld Devices i.e. iPads, iPhone or Blackberry	23	APPLE
Multi-Function Network Printers (Copiers)	10	Cannon
Multi-Function Network Printers	3	HP
Color Laser Network Printers	2	Cannon
Color Laser Network Printers	3	HP
Computers Peripherals i.e. printers, scanners	48	HP, Epson, Fujitsu
Servers	29	DELL
Mail Archiver	1	Barracuda
Routers	5	CISCO/HP
Web Filter	1	Barracuda
Network Storage Device	1	HP

Robotic Tape Back-up	1	DELL
Firewall	3	Barracuda
AS-400	1	IBM
Telephone Private Branch	1	Shortel
Telephone Handsets Mobile types: 230 and 115	84	Shortel
Switches	1	CISCO
Switches	20	HP
Interactive Outdoor KIOSKS (in the procurement stage)	-	TBD
Wireless Mesh (in the deployment stage)	-	TBD

EXHIBIT #2

[THIS CONTRACT IS SUBJECT TO THE APPROVAL OF THE CITY COMMISSION]

VENDOR SERVICES AGREEMENT FOR IT MAINTENANCE AND RELATED SERVICES

THIS CONTRACT is made between _____, a Florida corporation, ("VENDOR") and the City of South Miami, a Florida municipal corporation, ("CSM") through CSM's City Manager (who shall hereinafter be referred to as "City"), on this ____ this day of _____ 2013.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. General Provisions: The VENDOR shall not commence performance of the Scope of Services ("WORK"), as described in the Attachment "A" to this Contract, until a Notice to Proceed is issued.
2. Contract Documents and Precedence. The Contract Documents shall include the Request for Proposal, including all attachments and affidavits to the solicitation ("RFP"), the Response to the RFP, including all attachments and affidavits to the Response ("Response to RFP"), and this agreement, including all attachments to this agreement ("Contract"). In the event that there is a conflict between any of the Contract Documents, this Contract shall prevail. In the event that there is a conflict between the RFP and the Response to RFP, the RFP shall take precedence over the Response.
3. Services. The professional services to be provided by the VENDOR shall be as set forth in the Scope of the Work, which has been marked as Attachment "A" and made a part of this Contract by reference.
4. Renewal Option. This Contract may be renewed, at the sole discretion of the City Manager for the City of South Miami, for an additional period not to exceed a total contract period, including renewals, of five (5) years.
5. Basis of Compensation. The fees for Services for the WORK are as set forth on Attachment "B", which is attached to this Contract and made a part thereof by reference.
6. Payment and Partial Payments. In the event that the contract price is not a lump sum, the VENDOR shall submit an original invoice to the City for each payment certifying the percentage of the WORK completed by the Vendor. The amount of the invoices submitted shall be the amount due for all WORK performed and unpaid to date, as certified by the Vendor. The initial invoice shall include VENDOR's W-9 and if the information on the form should change, a updated W-9 shall be provided with the next invoice following the change. The amount of the invoices submitted shall be the amount due for all WORK performed to date, as certified by the Vendor. The request for payment shall include

the following information:

- a) IT MAINTENANCE AND RELATED SERVICES Project Name and Vendor's Name.
- b) Total Contract amount (Vendor's lump sum negotiated), if applicable.
- c) Amount previously billed.
- d) Amount due this invoice.
- e) Balance remaining for term of the Contract.
- f) Summary of work done this billing period.
- g) Vendor's Invoice number and date.
- h) Vendor's W-9

7. Right of Decisions. All services shall be performed by the VENDOR to the satisfaction of the City's representative, who shall decide all questions, difficulties and disputes of whatever nature which may arise under or by reason of this Contract, the prosecution and fulfillment of the services, and the character, quality, amount and value and the City's representative's decisions upon all claims, questions, and disputes shall be final, conclusive and binding upon the parties unless such determination is clearly arbitrary or unreasonable. In the event that the VENDOR does not concur in the judgment of the representative City as to any decisions made by him, he shall present his written objections to the City Manager and shall abide by the decision of the City Manager, unless the decision is clearly arbitrary and unreasonable. Any issue that is debatable shall be resolved in favor of the City's decision.

8. Ownership of Documents. All reports and reproducible documents, and other data developed by the VENDOR for the purpose of this Contract shall become the property of the City without restriction or limitation in connection with the owner's City's use and occupancy, if any, of the project. The City may reuse of these documents without the need for consent of the Vendor. When each individual section or phase, if any, of the WORK under this Contract is complete all of the above applicable data shall be delivered to the City. All such reports, documents and data shall be delivered to the City upon demand by the City.

9. Audit Rights. The City reserves the right to audit the records of the VENDOR related to this Contract at any time during the execution of the WORK and for a period of one year after final payment is made. This provision is applicable only to projects that are on a time and cost basis.

10. Subletting or Assigning. The VENDOR shall not sublet, assign, or transfer any WORK under this Contract or any of the services to be performed by it hereunder, without the prior written consent of the City. Any assignment or subcontracting in violation hereof shall be void and unenforceable and shall be deemed a material breach of this Contract. The VENDOR shall be as fully responsible to the City for the acts and omissions of its subcontractors and/or assigns, if any, or sub-consultants as it is for the acts and omissions of people directly employed by it. The VENDOR shall require each subcontractor or assigns, if any, VENDOR or sub-consultant, approved by the City, to agree in its contract to observe and be bound to the City by all obligations and conditions of this Contract to which VENDOR is bound.

11. Personnel. All VENDOR personnel fulfilling the terms of this Contract, shall be employed solely by the VENDOR and be employees of the VENDOR. VENDOR agrees to pay the following for VENDOR employees: Wages, Income tax withholdings, Social security withholdings, State unemployment insurance, Federal unemployment insurance, and Workmen's compensation insurance. VENDOR shall train personnel. Personnel not performing up to the standards of the City will be replaced by the VENDOR immediately.

12. Lobbyist Representations. The VENDOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the VENDOR, to solicit or secure this contract and that he has not paid or agreed to pay any company or person other than a bona fide employee working solely for the VENDOR any fee, commission, percentage fee, gifts or any other considerations contingent upon or resulting from the award or making of this contract. For breach or violation of these representations, the City shall have the right to annul this contract without liability.

13. Termination of Contract. It is expressly understood and agreed that this contract may be terminated for the following reasons or conditions:

A. City may terminate this Contract without penalty by declining to issue the Notice to Proceed.

B. The Contract may be canceled at any time by the City without cause, upon a **thirty (30) day** written cancellation notice. The VENDOR may terminate this Agreement without cause upon 120 days written notice to the City. Upon termination, the City shall be entitled to a refund of any monies paid to VENDOR for work that was not performed. The Vendor shall be entitled to payment equal to the percentage of the work satisfactorily completed by the Vendor and accepted by the City.

C. Upon notice of such termination, the City shall determine the amounts due to the VENDOR for services performed up to the date of termination. The VENDOR shall not be entitled to payment for Work performed after the termination date. The VENDOR shall not be entitled to any lost profits under any circumstances.

D. After receipt of a notice of termination, and except as otherwise directed, the VENDOR shall stop all Work under this Agreement, as of the date specified in the notice of termination and if no date is specified, then on and after the 121st day following the receipt of the notice of termination.

E. The City may terminate this Agreement upon five (5) days written notice if the VENDOR defaults on any material term of this Agreement as determined in the City, in the City's sole and absolute discretion, provided the determination is not arbitrary.

F. The CSM shall not be required to pay the Vendor until it has delivered to the City all the documents and data relevant to the Work. The Vendor shall accept the payment as full payment for its goods and services rendered pursuant to the terms and conditions of the Contract.

G.

14. Notice of Claims. If the VENDOR has a claim arising out of this Contract and/or the Work contemplated by or performed pursuant to this Contract, a Notice of Claim shall be made in writing and delivered to the City within twenty one (21) days of the date when the VENDOR knew or should have known of the claim.

A. Any claim for which a Notice of Claim is not timely filed shall be deemed waived.

B. In any event, the VENDOR shall not be entitled to delay damages or consequential damages and his sole compensation for a Default by the City shall be termination of the Contract and/or compensation provided by this Contract for any completed services. In the event partial payment has been made for such services not completed, the VENDOR shall return such sums to the City within ten (10) days after notice that said sums are due.

15. Insurance and Indemnification. The VENDOR shall comply with all requirements set forth in the City's standard insurance and indemnification requirements, as set forth in the attached Attachment "C"

16. Codes, Ordinances and Laws. VENDOR agrees to provide its services during the term of this Contract in accordance with all applicable laws, rules, regulations, and health and safety standards of the federal, state, county and City, which may be applicable to the service being provided.

A. The VENDOR is required to complete and sign all affidavits, including Public Entity Crimes Affidavit form (attached) pursuant to FS 287.133(3) (a), as required by the solicitation applicable to this Contract. VENDOR shall comply with the Drug Free Workplace policy set forth in the CSM solicitation for this Contract, which is made a part of this Contract by reference.

B. The City of South Miami's hiring practices strive to comply with all applicable federal regulations regarding employment eligibility and employment practices. Thus, all individuals and entities seeking to do work for the City are expected to comply with all applicable laws, governmental requirements and regulations, including the regulations of the United States Department of Justice pertaining to employment eligibility and employment practices. The City reserves the right at its discretion, but does not assume the obligation, to require proof of valid citizenship or, in the alternative, proof of a valid green card or other lawful work permit for each person employed in the performance of work or services for or on behalf of the City including persons employed by any independent contractor. By reserving this right the City does not assume any obligation or responsibility to enforce or ensure compliance with the applicable laws and/or regulations.

17. Taxes VENDOR shall be responsible for all payments of federal, state, and/or local taxes related to the Work, inclusive of sales tax if applicable.

18. Independent Contractor. VENDOR is an independent entity under this Contract and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties.

19. Licenses and Certifications. VENDOR shall secure all necessary business and professional licenses at its sole expense prior to executing the Contract.

20. Entirety of Contract. This Contract constitutes the entire agreement of the parties and supersedes any prior agreements, understandings, representation or negotiation, written or oral, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, amendment or modification of the terms of this Contract shall be valid unless made in writing and signed by both parties hereto, and approved by the City Commissioner if required by municipal ordinance or charter. This Contract shall be binding upon and inure to the benefit of the CSM and VENDOR and to their respective heirs, successors and assigns.

21. Jury Trial. City and VENDOR knowingly, irrevocably, voluntarily and intentionally waive any right either of them may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim arising out of the Contract Documents or the performance of the Work thereunder.

22. Attorney Fees. In the event of any litigation between the parties arising out of or relating in any way to this Contract or a breach thereof, each party shall bear its own costs and legal fees.

23. Non-Waiver of Sovereign Immunity. Notwithstanding anything contained in the Contract to the contrary, nothing in this Contract nor any statement, act or omission of a City officer, Commission member or employee, shall be construed to be a waiver of the City's right to the protection of sovereign immunity.

24. Validity of Executed Copies. This Contract may be executed in several counterparts, each of which may be construed as an original.

25. Rules of Interpretation. Throughout this Contract the male pronoun may be substituted for female and neuter and the singular words substituted for plural and plural words substituted for singular wherever applicable. Any heading preceding the text of the paragraphs of this Contract are inserted solely for the convenience of reference and shall not constitute a part of this Contract nor shall they affect its meaning, construction or effect. This Contract shall not be construed more strongly against either party hereto, regardless of who was more responsible for its preparation.

26. Severability. If any term or provision of this Contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

27. Non-Waiver. City and VENDOR agree that no failure to exercise and no delay in exercising any right, power or privilege under this Contract on the part of either party shall operate as a waiver of any right, power, or privilege under this Contract. No waiver of this Contract, in whole or part, including the provisions of this paragraph, may be implied by any act or omission and will only be valid and enforceable if in writing and duly executed by each of the parties to this Contract. Any waiver of any term, condition or provision of this Contract will not constitute a waiver of any other term, condition or provision hereof, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.

28. No Discrimination. No action shall be taken by the VENDOR which would discriminate against any person on the basis of race, creed, color, national origin, religion, age, sex, familial or marital status, ethnicity, sexual orientation or disability.

29. Equal Employment. In accordance with Federal, State and Local law, the VENDOR shall not discriminate against any employee or applicant for employment because of race, color, ethnicity, religion, sex, sexual orientation, national origin or disability. The VENDOR shall comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of this contract. The VENDOR shall take affirmative action to ensure that such discrimination does not take place and the VENDOR shall ensure that the foregoing provisions are included in all subcontracts or contracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor.

30. Governing Laws. This Contract and the performance of services hereunder will be governed by the laws of the State of Florida, with exclusive venue for the resolution of any dispute being a court of competent jurisdiction in Miami-Dade County, Florida.

31. Effective Date. This Contract shall not become effective and binding until it has been executed by both parties hereto and the effective date shall be the date of its execution by the last party so executing it.

32. **Third Party Beneficiary.** It is specifically understood and agreed that no other person or entity shall be a third party beneficiary hereunder, and that none of provisions of this Contract shall be for the benefit of or be enforceable by anyone other than the parties hereto, and that only the parties hereto shall have any rights hereunder.

33. **Further Assurances.** The parties hereto agree to execute any and all other and further documents as might be reasonably necessary in order to ratify, confirm, and effectuate the intent and purposes of the Contract.

34. **Ownership of Preliminary and Final Records.** All preliminary and final documentation and records shall become and remain the sole property of the CSM. The Vendor shall maintain original documents thereof for its records and for its future professional endeavors and provide reproducible copies to the CSM. In the event of termination of the agreement, the Vendor shall cease work and deliver to the CSM all documents (including reports and all other data and material prepared or obtained by the Vendor in connection with the CSM IT Maintenance and Related Services RFP.

35. **Time of Essence.** Time shall be of the essence with regard to all action to be taken under the terms of this Contract and no extension of time shall be allowed unless the extension of time is provided for in a writing signed by the other party.

36. **No Remedy Exclusive.** No remedy conferred upon or reserved to any party hereto, or existing at law or in equity, shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract or hereafter existing at law, in equity or by statute.

37. **Force Majeure.** Neither party hereto shall be in default for the failure to perform its obligations under this Contract if caused by acts of God, civil commotion, strikes, labor disputes, or governmental demands or requirements that could not be reasonably anticipated and the effects avoided or mitigated (hereinafter referred to as "force majeure"). Each party shall notify the other of any such force majeure within ten (10) days of the occurrence. Neither party shall hold the other responsible for damages or for delays in performance caused by force majeure which may include weather conditions affecting performance, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties and to resume the work as soon as reasonably possible.

38. **Project Records.** The City shall have right to inspect and copy during regular business hours at City's expense, the books and records and accounts of Vendor which relate in any way to the Project, and to any claim for additional compensation made by VENDOR, and to conduct an audit of the financial and accounting records of Vendor which relate to the Project. Vendor shall retain and make available to City all such books and records and accounts, financial or otherwise, which relate to the Project and to any claim for a period of three (3) years following final completion of the Project. During the Project and the three (3) year period following final completion of the Project, Vendor shall provide City access to its books and records upon five (5) business day's written notice.

39. **ACCESS TO PUBLIC RECORDS.** Vendor and all of its subcontractors are required to comply with public records laws (s.119.0701) and the Vendor agrees to incorporate this paragraph in all of its subcontracts for the Work. Vendor and its subcontractors are specifically required to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the VENDOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- e. If Vendor or its sub VENDOR does not comply with a public records request, the City shall have the right to enforce this contract provision by specific performance and the person who violates this provision shall be liable to City for its costs of enforcing this provision, including attorney fees incurred in all proceedings, whether administrative or civil court and in all appellate proceedings. The City shall also have the right to immediately terminate this Agreement for the refusal by the VENDOR to comply with Chapter 119, Florida Statutes.
- f. The VENDOR shall retain all records associated with this Agreement for a period of three (3) years from the date of Termination or as otherwise required by Chapter 119.

40. Notices. Any notices, reports or other written communications from either party shall be considered delivered when received by the other party or its authorized representative. Whenever notice shall be required or permitted herein, it shall be delivered in such a manner that there is written proof of delivery (including electronic, digital or other similar record that is capable of being produced) including but not limited to certified mail with a return receipt, hand delivery, e-mail, facsimile transmission or other type of transmission that provides a record of transmission and receipt. Certified mail shall be sent with return receipt requested and shall be deemed delivered on the date shown on the postal delivery confirmation or the date shown as the date same was refused or unclaimed. Hand deliver to the City shall not be sufficient notice for any purpose unless a copy of the notice is produced with the official City Clerk's date and time stamp appearing upon it. Notices shall be delivered to the following individuals or entities at the addresses (including e-mail) or facsimile transmission numbers set forth below:

To CITY:

City Manager, Steven Alexander

6130 Sunset Dr.

South Miami, FL 33143

Fax: _____

E-mail: _____

With copies by U.S. mail to:

City Attorney, Thomas Pepe, Esquire

6130 Sunset Dr.

South Miami, FL 33143

Tel: (305) 667-2564

Fax: (305) 341-0584

E-mail: tpepe@southmiamifl.gov

To CONSULTANT/VENDOR:

IN WITNESS WHEREOF, the parties have set their hands on the date set forth below their name.

Witness: _____

VENDOR: _____

By: _____

Dated: _____

ATTESTED: OWNER: CITY OF SOUTH MIAMI

By: _____
Steven Alexander, City Manager

By: _____
Maria M. Menendez, CMC
City Clerk

Dated: _____

Read and Approved as to Form, Language,
Legality and Execution thereof:

By: _____
Thomas F. Pepe, Esq.
City Attorney

ATTACHMENT “A”

SCOPE OF SERVICES

As published in City of South Miami’s RFP #IT-2014-01

ATTACHMENT “B”

PRICE PROPOSAL SHEET

“TO BE SUPPLIED BY PROPOSER”

ATTACHMENT "C"

INSURANCE AND INDEMNIFICATION

1.1 Insurance -

- A. Without limiting its liability, the vendor, contractor, consultant or consulting firm (hereinafter referred to as "FIRM" with regard to Insurance and Indemnification requirements) shall be required to procure and maintain at its own expense during the life of the Contract, insurance of the types and in the minimum amounts stated below as will protect the FIRM, from claims which may arise out of or result from the contract or the performance of the contract with the City of South Miami, whether such claim is against the FIRM or any sub-contractor, or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
- B. No insurance required by the CITY shall be issued or written by a surplus lines carrier unless authorized in writing by the CITY and such authorization shall be at the CITY's sole and absolute discretion. The FIRM shall purchase insurance from and shall maintain the insurance with a company or companies lawfully authorized to sell insurance in the State of Florida, on forms approved by the State of Florida, as will protect the FIRM, at a minimum, from all claims as set forth below which may arise out of or result from the FIRM's operations under the Contract and for which the FIRM may be legally liable, whether such operations be by the FIRM or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the FIRM's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the FIRM's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the FIRM's obligations under the Contract.

2.1 Firm's Insurance Generally

The FIRM shall provide and maintain in force and effect until all the Work to be performed under this Contract has been completed and accepted by CITY (or for such duration as is otherwise specified hereinafter), the insurance coverage written on Florida approved forms and as set forth below:

- A. Professional Liability Insurance on a Florida approved form in the amount of \$1,000,000 with deductible per claim if any, not to exceed 5% of the limit of liability providing for all sums which the FIRM shall become legally obligated to pay as damages for claims arising out of the services or work performed by the FIRM its agents, representatives, Sub- Contractors or assigns, or by any person employed or retained by him in connection with this Contract. This insurance shall be maintained for four years after completion of the construction and acceptance of any Project covered by this Contract. However, the FIRM may

purchase Specific Project Professional Liability Insurance, in the amount and under the terms specified above, which is also acceptable.

- B. Workers' Compensation Insurance at the statutory amount as to all employees in compliance with the "Workers' Compensation Law" of the State of Florida including Chapter 440, Florida Statutes, as presently written or hereafter amended, and all applicable federal laws.
- C. Commercial Comprehensive General Liability insurance with broad form endorsement, as well as automobile liability, completed operations and products liability, contractual liability, severability of interest with cross liability provision, and personal injury and property damage liability with limits of \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate, including:
 - Personal Injury: \$1,000,000;
 - Medical Insurance: \$5,000 per person;
 - Property Damage: \$500,000 each occurrence;
 - Automobile Liability: \$1,000,000 each accident/occurrence.
 - Umbrella: \$1,000,000 per claim
- D. Umbrella Comprehensive General Liability insurance shall be written on a Florida approved form with the same coverage as the primary insurance policy but in the amount of \$1,000,000 per claim and \$2,000,000 Annual Aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
 - (1) Premises and Operation
 - (2) Independent Contractors
 - (3) Products and/or Completed Operations Hazard
 - (4) Explosion, Collapse and Underground Hazard Coverage
 - (5) Broad Form Property Damage
 - (6) Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
 - (7) Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
- E. Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) plus an additional Two Million Dollar (\$2,000,000.00) umbrella per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Umbrella coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by with the state of Florida, and must include:
 - (1) Owned Vehicles.
 - (2) Hired and Non-Owned Vehicles
 - (3) Employers' Non-Ownership

3.1 SUBCONTRACTS:

The FIRM agrees that if any part of the Work under the Contract is sublet, the subcontract shall contain the same insurance provision as set forth in section 5.1 above and 5.4 below and

substituting the word SUBCONTRACTOR for the word FIRM and substituting the word FIRM for CITY where applicable.

4.1 Fire and Extended Coverage Insurance (Builders' Risk), IF APPLICABLE:

- A. In the event that this contract involves the construction of a structure by the FIRM, the FIRM shall maintain, with an Insurance Company or Insurance Companies acceptable to the CITY, "Broad" form/All Risk Property Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract, or if the machinery is located in a building that is being renovated by reason of this contract. The amount of insurance must, at all times, be at least equal to the replacement value of the insured property. The policy shall be in the name of the CITY and the FIRM, as their interest may appear, and shall also cover the interests of all Subcontractors performing Work.
- B. All of the provisions set forth in Section 5.4 herein below shall apply to this coverage unless it would be clearly not applicable.

5.1 Miscellaneous:

- A. If any notice of cancellation of insurance or change in coverage is issued by the insurance company or should any insurance have an expiration date that will occur during the period of this contract, the FIRM shall be responsible for securing other acceptable insurance prior to such cancellation, change, or expiration so as to provide continuous coverage as specified in this section and so as to maintain coverage during the life of this Contract. The CITY shall have the option, but not the duty, to pay any unpaid premium and the right to terminate or cancel the policy thereafter without notice to FIRM or liability on the part of the CITY to the FIRM for such cancellation.
- B. All deductibles must be declared by the FIRM and must be approved by the CITY. At the option of the CITY, either the FIRM shall eliminate or reduce such deductible or the FIRM shall procure a Bond, in a form satisfactory to the CITY covering the same.
- C. The policies shall contain waiver of subrogation against CITY where applicable, shall expressly provide that such policy or policies are primary over any other collectible insurance that CITY may have. The CITY reserves the right at any time to request a copy of the required policies for review. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- D. Before starting the Work, the FIRM shall deliver to the CITY and FIRM certificates of such insurance, acceptable to the CITY, as well as the insurance binder, if one is issued, the insurance policy, including the declaration page and all applicable endorsements and provide the name, address and telephone number of the insurance agent or broker through whom the policy was obtained. The insurer shall be rated A.VII or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. All insurance policies must be written on forms approved by the State of Florida and they must remain in full force and effect for the duration of the contract period with the CITY. The FIRM must provide a "certified copy" of the Policy (as defined in Article I of this document) which shall include the declaration page and all required endorsements. In addition, the FIRM shall deliver, at the time of delivery of the insurance certificate, the following endorsements:

- (1) an endorsement to the policy stating:
 “The City of South Miami is an additional named insured with the right but not the obligation to pay any unpaid premium and providing that the city does not have any duty or obligation to provide first notice of claim for any liability it incurs and that arises out of the acts, omissions or operations of the named insured. The insurer will pay all sums that the City of South Miami becomes legally obligated to pay as damages because of ‘bodily injury’, ‘property damage’, or “personal and advertising injury” and it will provide to the City all of the coverage that is typically provided under the standard Florida approved forms for commercial general liability coverage A and coverage B”;
- (2) an endorsement that states:
 “This policy shall not be cancelled (including cancellation for non-payment of premium), terminated or materially modified without first giving the City of South Miami 20 days advanced written notice of the intent to materially modify the policy or to cancel or terminate the policy for any reason. The notification shall be delivered to the City by certified mail, with proof of delivery to the City.”

6.1 Indemnification

- A. The FIRM accepts and voluntarily incurs all risks of any injuries, damages, or harm which might arise during the work or event that is occurring on the CITY's property due to the negligence or other fault of the FIRM or anyone acting through or on behalf of the FIRM.
- B. The FIRM agrees to indemnify, defend, save and hold CITY, its officers, affiliates, employees, successors and assigns, harmless from any and all damages, claims, liability, losses, claims, demands, suits, fines, judgments or cost and expenses, including reasonable attorney's fees incidental there to, which may be suffered by, or accrued against, charged to or recoverable from the City of South Miami, its officers, affiliates, employees, successors and assigns, by reason of any causes of actions or claim of any kind or nature, including claims for injury to, or death of any person or persons and for the loss or damage to any property arising out of a negligent error, omission, misconduct, or any gross negligence, intentional act or harmful conduct of the FIRM, its contractor/subcontractor or any of their officers, directors, agents, representatives, employees, or assigns, or anyone acting through or on behalf of any of them, which arises out of or is concerning the use of CITY property or the service, operation or performance of any work that is being performed for the CITY or of any event that is occurring on the CITY's property.
- C. The FIRM shall pay all losses and expenses of any kind or nature whatsoever, in connection therewith, including the expense or loss of the CITY and/or its affected officers, affiliates, employees, successors and assigns, including their attorney's fees, in the defense of any action in law or equity brought against them.
- D. The FIRM agrees and recognizes that neither the CITY nor its officers, affiliates, employees, successors and assigns shall be held liable or responsible for any claims, including the costs and expenses of defending such claims which may result from or arise out of actions or omissions of the FIRM, its contractor/subcontractor or any of their agents, representatives, employees, or assigns, or anyone acting through or on behalf of the them, and arising out of or concerning the work or event that is occurring on the CITY's property. In reviewing, approving or rejecting any submissions or acts of the FIRM, CITY in no way assumes or shares responsibility or liability for the acts or omissions of the FIRM, its

contractor/subcontractor or any of their agents, representatives, employees, or assigns, or anyone acting through or on behalf of them.

- E. The FIRM has the duty to provide a defense with an attorney or law firm approved by the City of South Miami, which approval will not be unreasonably withheld.

END OF DOCUMENT